

PARTICIPATION AGREEMENT
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
and
FUTUREWEI TECHNOLOGIES, INC.

THIS AGREEMENT is made by and between **THE REGENTS OF THE UNIVERSITY OF CALIFORNIA** ("University") and **FUTUREWEI TECHNOLOGIES, INC.** ("Industry Member") as follows:

WHEREAS, University is operating the Berkeley Deep Drive Industry Center at the University of California, Berkeley (BDD), and

WHEREAS, the primary goal of BDD is a broad and timely dissemination of scientific and practical research in the area of automated and assisted driving technology;

WHEREAS it is expected that industry sources to be designated "Industry Members" will provide said financial support in order to secure member status including certain preferential benefits derived from the work of BDD.

WHEREAS, FUTUREWEI TECHNOLOGIES, INC. will become an Industry Member.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows

1. RESEARCH AREAS

University shall conduct research projects on various topics such as:

- Low power and embedded Caffe development
- Efficient pedestrian detection
- Pedestrian intent detection
- Deep Driving Control policies
- Scene classification and scene affordance estimation

Topics will vary as the field develops and as suggested by the Industry Advisory Board.

2. TERM OF AGREEMENT

The Effective Date (Effective Date) of this Agreement is September 1, 2016. This Agreement will remain in effect for five (5) years from Effective Date or until terminated by either party, whichever occurs first. Either party may terminate the Agreement for convenience by providing written notice of such termination (Notice of Termination). Termination will be effective ninety (90) days from receipt of Notice of Termination ("Termination Date"). Upon termination of this Agreement by either party, the obligation of Industry Member to pay annual dues under Section 3 shall terminate.

3. COST OF MEMBERSHIP

1. The annual level of support for this membership is \$300,000 for each year of membership (“Membership Payment”). This Membership Payment is the sole cost for all Membership Benefits listed in Section 4 of this Agreement. In the event that at Member terminates its participation in BDD, University will refund Membership Payment on a pro-rata basis based on the Termination Date and will refund all unexpended and unobligated funds to Sponsor after withholding amounts necessary to discharge California’s uncancellable obligations, including student payments and fees.

2 Membership Payments are due each year on December 1. Industry Member will be invoiced by University thirty (30) days prior to the annual payment date.

Please send Invoices via email to:

Sid Askary
sid.askary@huawei.com
Corporate Technical Planning
Futurewie Technologies, Inc. [DBA Huawei US R&D]
2330 Central Expy, Santa Clara, CA 95050
Phone: +1-408-330-5053

Checks payable to University, labeled “BDD Membership” should be sent to:

Contracts and Grants Accounting
2195 Hearst Avenue, Room 130
Mail Code 1103
University of California
Berkeley, California 94720-1103

Payments made by wire transfer should be labeled “BDD Membership” and directed to University’s bank account as follows:

Bank Address:
Bank of America
100 West 33rd Street
New York, NY 10001

Bank Contact:
Terry Peach
Voice (800) 233-8820 x 57350
Fax (877) 886-6189
theresa.a.peach@bankofamerica.com

Account Title: Regents of the University of California

Type of Account: Checking Account
Account Number: 0175380001
Wire ABA/Routing Transit Number: 026009593
Swift Code: BOFA US3N

DUNS Number: 124726725
UCB Tax ID Number: 946002123
DFAS Cage Code: 50853

4. MEMBERSHIP BENEFITS

Industry Member shall be granted the following benefits (Membership Benefits) in consideration of its support. These Membership Benefits will extend, upon approval of the BDD Management Committee, to related companies of Industry Member who agree to be bound by the terms of this Participation Agreement and who relate through at least 30% ownership-in-common with the Industry Member and to first tier partners or acquirers of technology directly from Members ("Affiliates"). Members shall list included Affiliates in Exhibit A of this agreement. Exhibit A may be updated by Members periodically.

1. Early access to BDD reports, draft publications, data collected and datasets to gain advance knowledge of new developments prior to their wide dissemination. Industry Members will have the right to use all information contained therein for research, development, evaluation and commercial purposes.
2. As further described in Section 9, preferential access to BDD's autonomous driving related software libraries first authored under BDD membership funding.
3. As described in Section 10, the right to obtain a non-exclusive royalty-free license to inventions conceived and reduced to practice under BDD membership funding.
4. Representation on BDD's Industry Advisory Board. Industry Members will advise the BDD on the direction of research to be conducted by BDD.
5. Invitation to Industry Member representatives to attend special presentations at BDD, as well as conferences held by BDD.
6. The ability to participate in periodic meetings with BDD faculty and students at mutually agreeable times.
7. The opportunity to sponsor and fund separate projects with BDD faculty after mutual agreement. Any joint or collaborative research conducted between the parties shall be defined and governed by a separate Sponsored Project Agreements. Intellectual property rights to inventions arising under such sponsorship will be defined by such separate agreement.

5. INDUSTRY ADVISORY BOARDS

Industry Member will have representation on BDD's Industry Advisory Board, (Industry Advisory Board) and thus the opportunity to provide advice on the selection of topics to be studied by BDD. Each Industry Member has one vote on the Industry Advisory Board, but may have two representatives at the board meetings.

6. PROGRAM MANAGEMENT

Professor Trevor Darrell of UC Berkeley is the Director of the Deep Drive Industry Consortium and will be advised by the Industry Advisory Board. A succeeding Director may be appointed pursuant to agreement between the Industry Advisory Board and University. If, for any reason, Trevor Darrell is unable to serve as Director, and no successor acceptable to both University and to a majority of BDD's Industry Members is available, the BDD and this Agreement shall be terminated.

7. RESULTS OF RESEARCH

University reserves the right to publish, disseminate, and use, in whatever manner it sees fit, all software, data and results of the research ("Research Results") conducted by University under this Agreement. Nothing contained herein shall prohibit use of materials, disclosing or describing Research Results in publications, theses and dissertations, although reasonable efforts will be made to avoid compromising the patentability of an invention. University does not warrant that University Research Results correspond with a particular description, are of merchantable quality or fit for a particular purpose. University shall not be liable for any loss, whether direct, consequential, incidental or special (and whether arising out of contract or tort) arising from any defect, error, fault or failure to perform with respect to the Research Results.

8. CONFIDENTIALITY

1. During the period of Industry Members' participation in BDD, University may provide Industry Member certain Prepublication Data and Invention Disclosures (collectively "BDD Confidential Information") related to the research activities of BDD. As used herein, Prepublication Data means results of research including but not limited to that presented by BDD to Industry Members at BDD meetings and that has not yet been published by the researchers at the time of such presentation. Prepublication Data may be oral, visual, or written, and may also include information provided or delivered by electronic means. If written, it shall be clearly marked "Confidential Prepublication Data." If disclosed orally or visually, the material considered Prepublication Data or BDD Confidential Information shall be identified at the time of presentation and shall be so designated in writing to Industry Member within thirty (30) days of its original disclosure.
2. The Industry Member will maintain BDD Confidential Information in confidence for one (1) year from the date such BDD Confidential Information is disclosed, even if Industry Member is no longer a member of BDD.

3. Industry Member agrees not to disclose BDD Confidential Information to others (except to its employees, agents, consultants or Affiliates who are bound to Industry Member by a like obligation of confidentiality) without express written permission of University except that Industry Member shall not be prevented from using or disclosing any BDD Confidential Information which:
 - a. Industry Member can demonstrate by written record was in its possession prior to receipt from University;
 - b. is now, or becomes in the future, public knowledge other than through acts or omissions of Industry Member;
 - c. is lawfully obtained by Industry Member from sources independent of University;
 - d. is required to be disclosed by operation of law, provided that University has received advanced written notice of the proposed disclosure by the Industry Member; or
 - e. is disclosed by University to a third party without a nondisclosure obligation.
4. It is further agreed that the furnishing of BDD Confidential Information to Industry Member will not constitute any grant or license to Industry Member under any legal rights now or hereinafter held by University.

9. MEMBER RIGHTS TO SOFTWARE

University shall grant to each Industry Member and its Affiliates during the term of the Member's participation in the BDD, the right to use autonomous driving software libraries authored and data authored under Member funding during the term of the Member's participation in the BDD and placed into the BDD Member Software Repository. The attached license (Exhibit B) to such software is effective when the software is accessed by the Industry Member or its Affiliates.

10. MEMBER RIGHTS TO PATENTABLE INVENTIONS

1. Inventions conceived and or first actually reduced to practice in the course of research performed by University using BDD funds under this Agreement, and all patent rights thereto, will belong to University.
2. University shall grant a non-exclusive royalty-free license for any legal purpose to each Industry Member with an active membership at or after the time an invention is conceived and first reduced to practice under Member funding ("BDD Invention") and for which a provisional or full patent application is filed by University and which is required to practice methods in software distributed in the BDD Member Software Repository.

11. USE OF NAME

Industry Member agrees not to use the name of University of California, University, Berkeley Deep Drive Center or any abbreviation or derivative thereof in any publicity or

other release without the prior written consent of University. The University of California agrees not to use the name or trademarks of Industry Member, any of its Affiliates.

12. NOTICES

Official notices under this Agreement shall be sent to:

For University:

Lynne Hollyer
Associate Director
University of California, Berkeley
Industry Alliances Office
2150 Shattuck Ave. 10th floor
Berkeley, CA 94704-6701
lhollyer@berkeley.edu

BDD

Professor Trevor Darrell
Berkeley Deep Drive Center
Institute of Transportation Studies
University of California, Berkeley
109 McLaughlin Hall
Berkeley CA 94720-1720
its@berkeley.edu

For Industry Member:

Sid Askary
Corporate Technical Planning
Futurewei Technologies, Inc. [DBA Huawei US
R&D]
2330 Central Expy, Santa Clara, CA 95050
Phone: +1-408-330-5053
sid.askary@huawei.com

Industry Member Financial Contact:

c/o Finance Department
Futurewei Technologies, Inc.
2330 Central Expressway
Santa Clara, CA 95050 USA
Phone: +1-408-330-5000

This Agreement shall be interpreted in accordance with the laws of the State of California.

This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any previous, contemporaneous, or subsequent written or oral representations, statements, negotiations or agreements. Industry Member acknowledges that it has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement. This Agreement may be modified only by written agreement executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed by their duly authorized representatives.

Futurewie Technologies Inc. ("**Industry Member**")

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("**University**")

By: 

By: 

Jason Chao
President
Futurewie Technologies, Inc.
[DBA Huawei US R&D]
2330 Central Expy,
Santa Clara, CA 95050

Lynne Hollyer
Associate Director
University of California, Berkeley
Industry Alliances Office
2150 Shattuck Ave. 10th floor
Berkeley, CA 94704-6701

Date: Sep 27, 2016

Date: 9/27/2016

Exhibit A

Member Affiliates

Huawei Technologies Co.,Ltd.
Huawei Base, Bantian,
Longgang Districk,
Shenzhen, China 518129

Exhibit B

BDD Software Use License

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